



BID NO.: 9065-1/19

**OPENING: 2:00 P.M.
Wednesday
June 17, 2009**

MIAMI-DADE COUNTY, FLORIDA

I N V I T A T I O N

T O B I D

TITLE:

**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT
HARD SURFACE FLOORING (NON-CARPET), PRE-QUALIFICATION**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

SMALL BUSINESS ENTERPRISE MEASURE: SEE SECTION 2, PARAGRAPH. 2.2
SAMPLES/INFORMATION SHEETS: SEE SECTION 2, PARAGRAPH 2.9
INDEMNIFICATION/INSURANCE: SEE SECTION 2, PARAGRAPH 2.11
WRITTEN WARRANTY: SEE SECTION 2, PARAGRAPH. 2.19
USER ACCESS PROGRAM: SEE SECTION 2, PARAGRAPH 2.21
SECTION 2 – MDHA: SEE SECTION 2, PARAGRAPH 2.38

FOR INFORMATION CONTACT:

Martha Garofolo at 305-375-1402, or at martha@miamidade.gov

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 31 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 31 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 9065-1/19

**Title: FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR OF RESILIENT
HARD SURFACE FLOORING (NON-CARPET), PRE-QUALIFICATION**

Procurement Contracting Agent: Martha Garofolo

Bids will be accepted until 2:00 p.m. on Wednesday, June 17, 2009

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Vendors name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. The Vendor may, at Vendor's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/dpm/solicitationlist.aspx). Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL VENDORS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

SECTION 1

GENERAL TERMS AND CONDITIONS

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information regarding the responsibility of the bidder from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities

utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

The Collusion Affidavit will be included in all solicitations and will be requested from all bidders/proposers once bids/proposals are received and the bidders list is distributed.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful

SECTION 1

GENERAL TERMS AND CONDITIONS

Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability

and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2

SPECIAL CONDITIONS**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
HARD SURFACE FLOORING (NON-CARPET), PRE-QUALIFICATION****2.1 PURPOSE: TO PRE-QUALIFY VENDORS**

The purpose of this solicitation is to pre-qualify vendors for future pricing competition to furnish, install, service and repair resilient hard surface flooring and related items.

**2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER
THAN \$50,000 (Bid Preference)**

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE - INTENTIONALLY OMITTED**2.4 TERM OF CONTRACT: FIVE (5) YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for sixty (60) months and upon completion of the expressed and/or implied warranty periods, and shall expire on the last day of the sixty (60) month period.

2.5 OPTION TO RENEW FOR FIVE (5) ADDITIONAL YEARS

The initial contract resultant from this solicitation shall prevail for a five (5) year(s) period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional five (5) year(s) consecutively.

SECTION 2

SPECIAL CONDITIONSFURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
HARD SURFACE FLOORING (NON-CARPET), PRE-QUALIFICATION2.6 METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT
MARKET PROCEDURES

Award of this contract will be made on a group by group basis to all responsive and responsible vendor(s) who meet or exceed the minimum qualifications as listed below for all groups:

- A. Vendors shall provide copies of the following: Local Business Tax Certificate and Articles of Incorporation indicating that the company has been in business for a minimum of two (2) years. If the vendor is not incorporated, the names, addresses and contact details of three (3) references shall be provided who can verify that the vendors business has been in operation for a minimum of two (2) years.
- B. Vendor(s) shall be equipped with modern office equipment, especially a dedicated facsimile (FAX) machine and an e-mail address. Both resources must be available twenty-four (24) hours a day to provide immediate support and expedite quotations. This facility shall be staffed by representative's who can be contacted Monday thru Friday from 9:00 AM to 4:00 PM for quotations.

CERTIFICATION REQUIREMENTS (Groups B and C)

- A. Vendor(s) wishing to be considered for either group B and or C shall comply and provide a copy of the certifications listed in Section 2.0, Paragraph 2.14.

2.6.1 Group A. FURNISH MATERIALS ONLY

Vendor(s) pre-qualified under this group shall be able to furnish resilient and hard surface flooring material including but not limited to: adhesives, vinyl, rubber, cork, linoleum, porcelain, terrazzo, wood, bamboo, laminated wood, bio based flooring, etc on a as needed when needed basis.

2.6.2 Group B. FURNISH AND INSTALL MATERIAL

Vendors pre-qualified under this group shall be able to provide material and installation services of various types of flooring as defined in group A, on a as needed when needed basis. Installation of items may include but not be limited to cutting and fitting various floor materials into breaks and recesses, against bases, permanent cabinets and/or equipment.

SECTION 2

SPECIAL CONDITIONS**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
HARD SURFACE FLOORING (NON-CARPET), PRE-QUALIFICATION**

- A. Vendor(s) may be asked to supply the County with drawings and or floor plans for record keeping on an as needed when needed basis.
Vendor(s) shall provide with bid submittal a letter confirming whether the firm has the ability to provide such documents.

2.6.3 Group C. SERVICE AND REPAIR

Vendors pre-qualified under this group shall be able to service and repair resilient hard surface flooring and related components. Vendor(s) shall be able to repair cracks and stains and provide services such as reshaping, sanding, varnishing, and replacement of tiles and other resilient and hard surface damages.

Vendor(s) are required to submit all of the specified information, documents and attachments with their bid submittal as proof of compliance to the requirements of this Invitation to Bid.

However, the County may, at its sole discretion and in its best interest, allow the vendors to complete, supplement, or supply the required documents during the bid evaluation period. Failure to provide the required documentation as specified by the County shall result in the vendor(s) quote being declared non-responsive.

During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interest. If the County elects to add vendors, they must meet the same minimum qualifications established for the original competition.

Quotation Procedures

Vendor(s) shall be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either an as needed or on a periodic basis. When such spot market purchases are initiated, vendors will be invited to participate.

The award to one vendor for a specific purchase does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

No quotes are necessary for purchases under \$500.00; these purchases shall be based upon the availability of materials and geographic location of the vendor. In the best interest of the County, for items either delivered by the vendor or picked-up from the vendor by authorized County personnel, the availability of the material, geographic location, and/or delivery time may be utilized as deciding factors for the basis of an award to a vendor when it is determined by a County department that a project is time sensitive to meet pre-established deadlines or it is an emergency situation.

2.7 PRICES – INTENTIONALLY OMITTED

SECTION 2

SPECIAL CONDITIONS**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
HARD SURFACE FLOORING (NON-CARPET), PRE-QUALIFICATION****2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT**

It is the vendor(s) responsibility to schedule with the user department an examination of the County facility and inspection of the job site where the proposed installation, service or repair provisions will be conducted in conjunction with the County's needs on an as needed when needed basis.

Vendor(s) shall always examine floor surfaces for the following:

- Holes, debris, floor surface, hidden conditions, wires and/or other defects that will adversely affect the execution and quality of work.
- Vendor(s) shall notify the designated department representative of any condition found to be unacceptable before proceeding with any required installation.

2.9 EQUAL PRODUCT – INTENTIONALLY OMITTED**2.10 LIQUIDATED DAMAGES - INTENTIONALLY OMITTED****2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT** (Groups B and C)

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors.

Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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SPECIAL CONDITIONS
FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
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Vendor(s) shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 1300
MIAMI, FL 33128**

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SPECIAL CONDITIONS**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
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Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract.

Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1, Paragraph 1.23 of the General Terms and Conditions.

Vendor(s) shall be responsible for assuring that the insurance certificate required in conjunction with this Section remains in force for the duration of the contractual period. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days.

If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.23 of this solicitation.

2.12 **BID GUARANTY - INTENTIONALLY OMITTED**

2.13 **PERFORMANCE BOND - INTENTIONALLY OMITTED**

2.14 **CERTIFICATIONS** (Groups B and C)

Vendor(s) shall have an active Business Certificate of Competency under their specific trade in accordance with the Code of Miami-Dade County, Florida, Section 10-2. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the

SECTION 2

SPECIAL CONDITIONS**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
HARD SURFACE FLOORING (NON-CARPET), PRE-QUALIFICATION**

County during the offer evaluation period. Vendor(s) shall have appropriate licenses applicable for the installation and/or maintenance of resilient and hard flooring surfaces.

Request for applicable licenses/certifications such as but not limited to Leadership in Energy and Environmental Design (LEED) will be requested by the departmental project manager for the specific project on a as needed when needed basis.

2.15 METHOD OF PAYMENT - INVOICE MATCHED TO WORK ORDER

Vendor(s) shall submit an invoice which provides the basic information set forth below, and the corresponding Purchase Order number, to the County user department that issued a Purchase Order to the vendor(s).

The date of the invoice shall not exceed thirty (30) calendar days from the completion and acceptance of the work requested through the Purchase Order. Under no circumstances shall the invoice be submitted to the County in advance of the completion and acceptance of the work.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description

SECTION 2

SPECIAL CONDITIONS**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
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- Quantity
- V. Delivery Information:
- Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - Location and date of delivery of goods, services or property
- VI. Failure to Comply:
- Failure to submit invoices in the prescribed manner will delay payment.

2.15.1 GENERAL SERVICES ADMINISTRATION (GSA)

The General Services Administration (GSA) has the technology to receive electronic invoices in each facility. Electronic invoice, though not a requirement, is the preferred method for billing. The electronic invoice must contain the same information as described in this Section 2.15. Vendors are encouraged to work with the Administrative Management Office to set up electronic billing with the County.

2.16 SHIPPING TERMS: F.O.B. DESTINATION

Vendor(s) shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

2.17 DELIVERY**A. DELIVERY REQUIREMENTS**

Vendor(s) shall make deliveries within the stated timeframe described in the request for quote (RFQ). All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor.

In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County. Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated on the quote form, the County reserves the right to cancel the order on a default basis after any back order period that has been specified in this contract has lapsed.

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SPECIAL CONDITIONS**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
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Vendor(s) shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation.

The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery.

B. PACKING SLIP / DELIVERY TICKET

The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

Materials delivered to the jobsite shall be in the manufacturer's original unopened boxes that bear the name and brand of the manufacturer and project identification.

If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs.

If the vendor fails to honor these re-procurement costs, the County may terminate the vendor for default. Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization.

The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

2.18 BACK ORDERS

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery or cannot meet completion date due to a current existing backorder with the vendor's manufacturer or distributor; the vendor shall insure that such back orders are discussed with the County Department and agreed upon between both the County and vendor.

The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period has lapsed, seek the items from another vendor, and charge the incumbent vendor

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SPECIAL CONDITIONS**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
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under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.19 WARRANTY**A. Type of Warranty Coverage Required for Products Purchased**

In addition to all other warranties that may be supplied by the vendor, and/or the manufacturer the vendor shall warrant its product, repairs and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials, installation and/or equipment by the County.

This warranty requirement shall remain in force for the full period identified above; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

Vendor(s) shall be responsible for promptly correcting any deficiency, at no cost to the County, within five (5) calendar days after the County notifies the vendor of such deficiency in writing.

If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice.

If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another vendor and charge the vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.20 CONTACT PERSON

For any additional information regarding the specification and requirements of this contract, Contact: Martha Garofolo, at (305) 375-1402 or email: marthag@miamidade.gov.

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SPECIAL CONDITIONSFURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
HARD SURFACE FLOORING (NON-CARPET), PRE-QUALIFICATION2.21 COUNTY USER ACCESS PROGRAM (UAP)**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice.

The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions.

The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section.

Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto.

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All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

A. MIAMI DADE PUBLIC HOUSING AGENCY (MDPHA) EXEMPTION TO CERTAIN CLAUSES

Since the goods, services, and /or equipment that will be acquired under this bid solicitation will be purchased, in part or whole, with federal dollars, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this bid by reference.

. As a Federally-funded agency, certain clauses within this solicitation do not apply to that Department's allocation: Section 1 Paragraph 1.9 (Local Preference), Section 1 Paragraph 1.25 (Office of the Inspector General), Section 2 Paragraph 2.2 (Small Business Contract Measures), and Section 2 Paragraph 2.21 (County User Access Program - UAP).

2.23 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

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SPECIAL CONDITIONSFURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
HARD SURFACE FLOORING (NON-CARPET), PRE-QUALIFICATION2.24 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE
VENDOR

Unless otherwise provided in the Request for quotation (RFQ) sent by the user Departments, vendor(s) shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose.

All material, workmanship, and equipment shall be subject to the inspection and approval by an authorized County's Project Manager.

2.25 ACCIDENT PREVENTION AND REGULATIONS

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the vendor or an authorized representative of the County.

A. SEAPORT DEPARTMENT

All operations at the County's Seaport Department are under the direct control of Seaport Department personnel. Interference with vessels and vehicular traffic must be kept to a minimum. Ship berthing areas and roadways shall not be closed or opened by or for the vendor unless express permission is given to the vendor by the Seaport Engineer.

The vendor shall plan the scheduling of its work in collaboration with the Engineer in order to insure safety for, and minimum hindrance to, port operations.

All equipment shall be withdrawn from work areas at the end of the workday in order to eliminate immediate or potential hazard to traffic and facilities.

Materials stored at the Seaport by the vendor shall be stored in a manner that minimizes any obstruction to water and ground traffic. All equipment and stored materials shall be marked by barriers with flashing lights at no additional cost to the County. The County accepts no responsibility for any damage or loss to materials stored by the vendor.

SECTION 2

SPECIAL CONDITIONS**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
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Vendor(s) shall exercise careful control during all phases of the work to prevent damage to Seaport utilities; including, but not limited to, overhead lights and buried cables.

Before commencing work in any given area, the vendor, working in conjunction with the Engineer and the Dade County Seaport Department maintenance staff, shall endeavor to locate any possible utility conflicts. Should the vendor damage any Seaport utility through negligence, it shall promptly repair the damage at its own expense.

2.26 NOTIFICATION TO BEGIN WORK (Groups B and C)

Vendor(s) shall neither commence any work, nor enter a County work premise, until a work order directing the vendor to proceed with the identified item(s) has been received from any authorized County representative; provided however, that such notification shall superseded any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract.

2.27 WORK ACCEPTANCE

Project(s) will be inspected by an authorized representative of the County. The inspections shall be performed to determine acceptance of work.

2.28 CLEAN-UP

All removed flooring, and related materials, is to be taken from the County premises at the end of each work day by the vendor(s) at no cost to the County and disposed of in an appropriate manner. Upon final completion, vendor(s) shall thoroughly clean up all areas where work has been involved as mutually agreed with the authorized representative of the County.

Vendor(s) shall avoid disposal of construction debris at landfills and shall recycle materials at area construction recycling plants or redirect reusable materials to appropriate sites including packing materials. Specific material disposal maybe required on special projects, if so they will be provided to all vendor(s) during the RFQ process.

2.29 SPECIAL SECURITY PROCEDURES**A. MIAMI –DADE AVIATION DEPARTMENT (MDAD)**

Vendor(s) must follow all security procedures required of workers at MDAD. This will include security check and passes for all employees, a special

SECTION 2

SPECIAL CONDITIONS**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
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driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and may include bonding for a Customs ID.

Vendor(s) must follow security procedures required of workers within air-side operations. This includes security checks and passes for all employees, a special driving course to operate a vehicle on the airport, and additional security checks to work within the US Customs and Border Protection area. It is the vendor's responsibility to maintain a work force with the required security clearances.

For Customs ID, call 305-526-2638 for information and pick-up forms package at Concourse B, lower level, Monday-Friday, Noon until 3:00 P.M.

For MDAD ID, call 305-876-7418 for appointment and to pick-up package. Vendors are responsible for all costs incurred in obtaining security badges. Security clearance must be obtained prior to start of contract.

B. **COURTHOUSES, STEPHEN P. CLARK CENTER & OTHER
SELECTED FACILITIES**

Vendor(s) must follow all security procedures required by the County Project Manager and Facility Manager. This may include background checks, badges, uniforms and personnel searches, security clearance must be obtained prior to start of contract.

C. **GENERAL ADMINISTRATION SERVICES (GSA)**

Vendor(s) must follow all security procedures required for the particular building being serviced. This will include security checks and passes for all employees and additional security checks to work within courts and other sensitive areas. It is the vendor's responsibility to maintain a workforce with the required security clearances.

D. **SEAPORT DEPARTMENT**

Miami-Dade County Seaport Department (Port of Miami) operates under strict security regulations.

These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the Port of

SECTION 2

SPECIAL CONDITIONS**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND
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Miami frequently (more than 5 times within a 90-day period).

These ID cards are required for access and are issued by the Seaport Department. Vendor(s) shall obtain and pay for ID cards for each of his /her employees and/or agents who will be frequently visiting or performing services at the Port of Miami restricted areas. For more information concerning ID cards, you may contact the port of Miami ID Office at (305) 347-4955.

2.30 LICENSES, PERMITS AND FEES

Vendor(s) shall obtain and pay for all licenses, permits and inspection fees required for all projects and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work to be performed.

Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor. Vendor(s) shall obtain and pay for entry badges to work on site at any County facility that may require it.

SECTION 3

TECHNICAL SPECIFICATION**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR OF RESILIENT AND
HARD SURFACE FLOORING (NON-CARPET), PRE-QUALIFICATION**3.1 **SCOPE**

The purpose of this solicitation is to pre-qualify vendor(s) for future pricing competition to furnish material, install, service and repair resilient hard surface flooring and related items.

The specifications and/or statement of work resulting from this solicitation will outline the various functions and type of work required as necessary for the completion of projects. Any omissions of inherent technical functions or type of work within the specifications and/or statement of work shall not relieve the vendor(s) from performing the work awarded to satisfactorily complete the project. The vendor(s) shall be responsible for furnishing, installing and/or repairing the specified flooring or related items listed on the user departments Request For Quote (RFQ).

3.2 **DRAWINGS / FLOOR PLANS**

Detailed drawings and/or floor plans of existing facilities may not be available for certain projects; therefore, vendor(s) may be asked to supply the County with drawings and or floor plans for record keeping on an as needed when needed basis. Vendors shall provide with bid submittal a letter confirming whether the firm has the ability of provide such documents.

3.3 **REGULATIONS AND REQUIREMENTS****A. TOXIC SUBSTANCES Federal "Right to Know" Regulations**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures.

It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to each User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department by department basis.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

B. LEGAL REQUIREMENTS FOR POLLUTION CONTROL

It is the intent of these Specifications to comply with the Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code.

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This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the bidder through the Department of Environmental Resources Management (DERM) Pollution Control Division 701 NW 1st Court, 8th floor, Miami, Florida 33136, at (305) 372-6700.

C. GREEN BUILDING REQUIREMENTS

According to Miami-Dade County Green Building Ordinance 07-65 concerning the sustainable buildings program; established as the policy of Miami-Dade County the institution of sustainable development and/or operated by Miami-Dade County, establishing measurement standards and thresholds for compliance; amending Chapter 9 of the Code of Miami-Dade County, Florida: Creating Sections 9-71 through 9-75 of the Code; providing severability, inclusion in the Code, and Effective Date. Whereas, the County is committed to conserving the region's natural resources, creating a healthier built environment for its employees and visitors. The County intends to incorporate environmentally responsible ("green") practices into the design, construction, and operation of its buildings therefore, setting a healthy standard of sustainability for the entire community.

Section 9-72. Policy

It shall be the policy of Miami-Dade County to incorporate, wherever practical, green building practices into the planning, design, construction, management, renovation, maintenance and decommissioning of buildings owned, financed, and/or operated by the County.

Sec. 9-73. Definitions

Unless specifically defined elsewhere in this Chapter, the definitions provided in this Section shall apply.

(a) Green building is a structure that is designed, built, renovated, operated and reused in an ecological and resource-efficient manner.

(b) Green building practices are environmentally and socially- conscious practices that emphasize processes and methods of design and construction that (i) reduce exposure to noxious materials, (ii) conserve non-renewable energy and scarce materials, (iii) minimize life-cycle ecological impact of energy and materials, (iv) employ renewable energy or materials that are sustainably harvested, (v) protect and restore local air, water, soils, flora and fauna, and (vi) support pedestrians, bicycles, mass transit and other alternatives to fossil-fueled vehicles.

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(c) New construction is the design and construction of any new building, or an addition to an existing building.

(d) Major renovation/remodel is any design and construction project that alters the structure of an existing building where the cost of construction is equal to or exceeds 50% of the building's replacement cost.

(e) Non-major renovation/remodel is any design and construction project that alters the structure of an existing building where the cost of construction is less than 50% of the building's replacement cost.

(f) Renovate is to improve or repair the condition of a building.

(g) Sustainable building means building processes that integrate materials and methods that promote environmental quality, economic vitality, and social benefit through the design, construction and operation of the built environment.

Sec. 9-74. Staffing

(a) Sustainability Manager

The County Manager, or his designee, shall appoint a qualified staff person to serve as the Sustainability Manager, who will be charged with implementing the requirements of this Article, as well as coordinating the sustainability initiatives of other County departments and agencies. The Sustainability Manager shall be authorized to interpret and enforce all of the provisions of this Article.

(b) Sustainability Liaison

All County departments engaged in designing and constructing County-owned buildings shall designate a staff member with authority or expertise in project management, architecture, landscape architecture, design, engineering, resource conservation, budget analysis and other skills to act as a liaison with the Sustainability Manager.

Sec. 9-75. Measurement Standards and Compliance

(a) Rating System

The Sustainability Manager shall select a nationally-recognized rating system that sets standards for implementing green building practices in design and construction, which may include, but not be limited to, the Leadership in Energy and Environmental Design

Rating System administered by the U.S. Green Building Council. This rating system will be used to measure compliance with the terms of this Article. The rating system selected for each category of construction by the Sustainability Manager shall be set

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forth in an Implementing Regulation to be approved by the Board of County Commissioners.

(b) Standard for County-owned buildings

All new construction, major renovations/remodels, and non-major renovations/remodels of County-owned buildings shall adhere to the nationally-recognized rating system standards designated by the Sustainability Manager for that particular category of construction, as described in subsection (a) above.

(c) Standard for County-financed, County-leased, and County-operated buildings

The Sustainability Manager shall evaluate and propose criteria for the use of green building practices in connection with County-financed, County-leased, and County-operated buildings. The criteria shall be set forth in an Implementing Regulation to be approved by the Board of County Commissioners.

(d) Interpretations, exemptions and waivers

The Sustainability Manager shall establish such processes, policies, and procedures as may be necessary to guide the consideration of requests for interpretations of this Article, or for exemption or waiver from the requirements of this Article.

D. LOW EMITTING MATERIALS

1. Volatile organic compound (VOC)

It shall be the vendor(s) intent to reduce the quantity of indoor air contaminants that are odorous, potentially irritating and/or harmful to the comfort and wellbeing of installers and occupants.

2. Requirements

All adhesives and sealants used in the building interior, (i.e., inside of the exterior moisture barrier) must not exceed the VOC content limits of:

1. Adhesives, sealants and sealant primers: South Coast Air Quality Management District (SCAQMD) Rule #1168 requirements in effect on January 1, 2003 and rule amendment dated October 3, 2003. The purpose of this rule is to reduce emissions of volatile organic compounds (VOCs) and to eliminate emissions of chloroform, ethylene dichloride, methylene chloride, perchloroethylene, and trichloroethylene from the application of adhesives, adhesive bonding

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primers, adhesive primers, sealants, sealant primers, or any other primers. This rule applies to all commercial and industrial sales applications of adhesives, adhesive bonding primers, sealants, sealant primers, or any other primers, unless otherwise specifically exempted by this rule. For further information regarding this rule you may visit the following website: <http://www.aqmd.gov/rules/siprules/sr1168.pdf>

2. Aerosol adhesives: Green Seal Standard GC-36 requirements in effect on October 19, 2000. This environmental standard establishes environmental requirements for: Adhesives, adhesives applied onto substrates, and aerosol adhesives. Adhesives covered by the standard shall be intended and labeled for use as a commercial adhesive. For further information on the subcategories of adhesives included in this standard you may visit the following website: www.greenseal.org.

3. Flammability and smoke density

Resilient hard flooring surfaces shall comply with the fire protection requirements of the National Fire Protection Association (NFPA) and American National Standards Institute (ASTM). Hard surface flooring materials shall be tested as per standards established by the statutory body American Standard Testing and Materials (ASTM).

3.5 DEFINITIONS AND WEBSITES FOR INFORMATIONAL PURPOSES

USGBC: U.S. Green Building Council
www.usgbc.org

LEED: Leadership in Energy and Environmental Design
www.usgbc.org

NFPA: National Fire Protection Association
www.nfpa.org

NIOSH: National Institute of Occupational Safety Hazards
www.cdc.gov/NIOSH

OSHA: Occupational Safety and Health Administration
www.osha.gov

VOC: Volatile Organic Compounds
www.epa.gov/iaq/voc

SECTION 4
BID SUBMITTAL FORM
FURNISH, INSTALL, SERVICE AND REPAIR RESILIENT AND
HARD SURFACE FLOORING (NON-CARPET), PRE-QUALIFICATION

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday
June 17, 2009



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
 DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:
 Martha Garofolo

DPM
 Purchasing
 Division

Date Issued: 6/2/09 This Bid Submittal Consists of Pages
 27 through 31 plus affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT AND HARD
 SURFACE FLOORING (NON-CARPET), PRE-QUALIFICATION**

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids
 A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract
 by the successful vendor and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 910-25, 910-73, 910-89, 125-05, 135-64, 135-66, 360-25, 360-75, 360-76, 360-79, 360-83, 360-85, 450-02,	
Procurement Contracting Agent Martha Garofolo	

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. THE VENDOR MAY, AT VENDOR'S OPTION, ALSO PROVIDE THE EXCEL FILE CONTAINING THE INFORMATION ON THE VENDOR PRICING DOCUMENT ON CD or DISKETTE. THE FILE TO BE PROVIDED IS TO BE DOWNLOADED AT

<http://services.miamidade.gov/DPM/SolicitationList.aspx>

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 33 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE
 FAILURE TO SIGN PAGE 31 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT
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PRE-QUALIFICATION**

FIRM NAME: _____

	Items being procured per current solicitation Description
Group A.	FURNISH MATERIALS
Group B.	FURNISH AND INSTALL MATERIALS
Group C.	SERVICE AND REPAIRS

<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Check As Completed:</u>
-------------------	--------------------------------	----------------------------

REQUIREMENTS FOR GROUPS (A), (B) AND (C)

Award will be made to all responsive, responsible vendor(s) who meet the qualification as stated below.

4.1	Vendors shall provide copies of the following: Local Business Tax Certificate and Articles of Incorporation indicating that the company has been in business for a minimum of two (2) years. If the vendor is not incorporated, the names, addresses and contact details of three (3) references shall be provided who can verify that the vendors business has been in operation for a minimum of two (2) years.	<input type="checkbox"/>
4.2	<p>Vendor(s) shall be equipped with modern office equipment, especially a dedicated facsimile (FAX) machine and an e-mail address. Both resources must be available twenty-four (24) hours a day to provide immediate support and expedite quotations. This facility shall be staffed by representative's who can be contacted Monday thru Friday from 9:00 AM to 4:00 PM for quotations.</p> <p>Phone _____</p> <p>Fax _____</p> <p>E-mail address _____</p> <p>Contact Person _____</p> <p>Emergency Number _____</p>	<input type="checkbox"/>

BID SUBMITTAL FOR:

**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT
AND HARD SURFACE FLOORING (NON-CARPET),
PRE-QUALIFICATION**

FIRM NAME: _____

<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Check As Completed:</u>
	<u>ADDITIONAL REQUIREMENTS FOR GROUPS (B) AND (C)</u>	
4.3	Vendor(s) shall have an active Business Certificate of Competency under their specific trade in accordance with the Code of Miami-Dade County, Florida, Section 10-2. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period. Vendor(s) shall have appropriate licenses applicable for the installation and or maintenance of resilient and hard flooring surfaces.	<input type="checkbox"/>
4.4	Vendors may be asked for applicable licenses/certifications such as but not limited to Leadership in Energy and Environmental Design (LEED) by the department project manager, on a as needed when needed basis. Vendors shall provide with bid submittal a letter confirming whether the firm has the applicable licenses and or certifications.	<input type="checkbox"/>

	<u>ADDITIONAL REQUIREMENTS FOR GROUP (B)</u>	
4.5	Vendor(s) may be asked to supply the County with drawings and or floor plans for record keeping on an as needed when needed basis. Vendor(s) shall provide with bid submittal a letter confirming whether the firm has the ability to provide such documents.	<input type="checkbox"/>

**SECTION 4
BID SUBMITTAL FOR:**

**FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR RESILIENT
AND HARD SURFACE FLOORING (NON-CARPET),
PRE-QUALIFICATION**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

**BID SUBMITTAL FORM**

Bid Title: FURNISH MATERIAL, INSTALL, SERVICE AND REPAIR OF RESILIENT AND HARD SURFACE FLOORING (NON-CARPET), PRE-QUALIFICATION
 By signing this Bid Submittal Form the Vendor certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Vendor must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Vendor.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Vendor is not a responsible contractor.

The Vendor confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Vendor will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here only if vendor has such conviction to disclose to comply with this requirement.**

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the vendor is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the vendor's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the vendor.

- A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?
 Yes _____ No _____
 and _____
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?
 Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days
 (Please see paragraph 1.2 H of General Terms and Conditions)

**"By signing this document the vendor agrees to all Terms and Conditions of this Solicitation and the resulting Contract"*

Signature: _____
 (Signature of authorized agent)

Print Name: _____ Title: _____

Failure to sign this page shall render your Bid non-responsive.



APPENDIX

AFFIDAVITS FORMAL BIDS



Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

1.	Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6.	Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2.	Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7.	Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8.	Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4.	Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9.	Miami-Dade County Living Wage Section 2-8.9 of the County Code
5.	Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10.	Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Revised 11/20/08

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature _____

Date

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature _____ Print Name _____ Print Title _____ Date _____
(Duplicate if additional space is needed)

FORM 100

**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
DEFINITIONS						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	

Note: This affidavit will be requested from all vendors once bids are received and the vendors list is distributed.

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared _____ who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the vendor of this contract.

I state that the vendor of this contract:

☐ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

☐ is related to the following parties who bid in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean vendors or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another vendor or proposer for the same agreement or in which a parent company or the principals thereof of one (1) vendor or proposer have a direct or indirect ownership interest in another vendor or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal